

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO Modification No. Eight	3. EFFECTIVE DATE 8-7-05	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
6. ISSUED BY Chris Lowmiller FAA, MIKE MONRONEY AERONAUTICAL CENTER NAS CONTRACT MANAGEMENT DIVISION AMQ-240 P O BOX 25082 OKLAHOMA CITY OK 73125-4932	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  METI INC 8600 BOEING DR EL PASO TX 79925		(X)	9A. AMENDMENT OF SOLICITATION NO
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF Contract DTFA02-02-D-12127
			10B. DATED (SEE ITEM 13) 7-11-2002
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning [ ] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

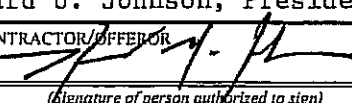
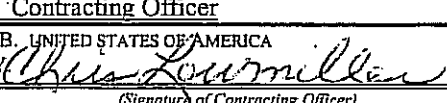
### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES
E.	IMPORTANT: Contractor [ ] is not, [XX] is required to sign this document and return [2] copies to the issuing office.

I. This Modification 0008 is issued to establish additional staffing level "F" in the contract's schedule, Section B, to be used in the event that the level of effort, as ordered by the Government under the contract, exceeds the estimates contained within the currently existing staffing levels.

II. Supplies and services to be furnished under this contract shall be ordered by issuance of delivery or task orders in accordance with clause 3.2.4-16, Ordering, and all other applicable clauses, terms and conditions of the contract, including this modification. Staffing level F will be ordered when the level of effort required under this contract becomes the Government's requirement and is funded accordingly.

15A. NAME AND TITLE OF SIGNER (Type or print) Renard U. Johnson, President/CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Chris Lowmiller Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/08/05
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-7-05

III. Attached hereto and incorporated into the contract are:

Performance Work Statement (PWS) revised June 10, 2005, 25 pages, as a replacement to the PWS revised as of Feb 14, 2005. Page 2, Rev Mod 0008, and page 4, Rev Mod 0008, of contract schedule B as replacement pages for pages 2 and 4.

IV. The estimated increase based on maximum employees of level E to maximum employees of level F is \$6,107,687 for option year III and \$6,643,414 for option year IV. The total estimated contract amount will be increased at the time an option year exercise is executed.

PART I- SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

B.1(a) The Contractor shall provide the necessary personnel, facilities and equipment (except as furnished by the FAA), materials (both direct and indirect), and related services, including travel and all support expenses, to perform software and technical support services for the National Airway Systems Engineering Division (AOS-200) in accordance with the terms and conditions, provisions, and attachments of this contract.

CLIN	SUPPLIES/SERVICES	TOTAL				
		Quantity	Unit	Unit Price	Amount	
0000	Supplies/Services TRANSITION: All Contractor efforts associated with transition. (Reference clauses F.1 and H.12) Firm-Fixed Price	1	JOB	XXXX	0	
0001	Engineering Services and Support IAW Attachment I, "Engineering Services and Support". (See H.1 for definitions of Staffing Levels A, B, and C).					
		Est. Cost (A)	O/H Rate (B)	NTE G&A Rate (C)	Fee Rate (D)	TOTAL (A)-(D) (E)
0001A	BASIC CONTRACT YEAR (1st Year)					
	Staffing Level "A"	\$ 7,157,125				\$ 10,411,911
	Staffing Level "B"	\$10,019,975				\$ 14,720,501
	Staffing Level "C"	\$12,882,825				\$ 18,881,122
	Staffing Level "D"	\$15,745,675				\$ 23,130,843
	Staffing Level "E"	\$18,608,525				\$ 27,336,451
0001B	OPTION I (2nd Year)					
	Staffing Level "A"	\$ 7,622,338				\$ 11,127,955
	Staffing Level "B"	\$10,671,273				\$ 15,645,584
	Staffing Level "C"	\$13,720,209				\$ 20,077,409
	Staffing Level "D"	\$16,769,142				\$ 24,583,726
	Staffing Level "E"	\$19,818,077				\$ 29,053,495
0001C	OPTION II (3rd Year)					
	Staffing Level "A"	\$ 8,117,790				\$ 11,863,499
	Staffing Level "B"	\$11,364,906				\$ 16,635,261
	Staffing Level "C"	\$14,612,022				\$ 21,370,095
	Staffing Level "D"	\$17,859,138				\$ 26,144,023
	Staffing Level "E"	\$21,106,254				\$ 30,897,482
0001D	OPTION III (4th Year)					
	Staffing Level "A"	\$ 8,645,446				\$ 12,632,742
	Staffing Level "B"	\$12,103,625				\$ 17,715,246
	Staffing Level "C"	\$15,561,804				\$ 22,742,857
	Staffing Level "D"	\$19,019,981				\$ 27,834,113
	Staffing Level "E"	\$22,478,160				\$ 32,894,861
	Staffing Level "F"	\$25,936,500				\$ 39,002,548
0001E	OPTION IV (5th Year)					
	Staffing Level "A"	\$ 9,207,400				\$ 13,439,208
	Staffing Level "B"	\$12,890,361				\$ 18,833,903
	Staffing Level "C"	\$16,573,321				\$ 24,210,378
	Staffing Level "D"	\$20,256,281				\$ 29,601,804
	Staffing Level "E"	\$23,939,240				\$ 34,983,948
	Staffing Level "F"	\$27,622,125				\$ 41,627,362

Column Notes: (A)--Annual estimated direct labor costs for each staffing level  
(B)--Direct labor overhead (O/H) rate to be applied to corresponding "(A)" estimated cost  
(C)--Not-to-exceed (NTE) G&A rate to be applied to resultant "(A)" and "(B)" total estimate  
(D)--Fee rate (inclusive of base and award fees) to be applied to resultant "(A)", "(B)" and "(D)" Total  
(E)--Total estimated dollar amount derived from "(A)", "(B)", "(C)", and "(D)"  
"A" Total  
"B" Total  
"C" Total  
"D" Total  
"E" Total

SECTION B (continued)

B.1(a) (continued)

CLIN	SUPPLIES/SERVICES	TOTAL
0002	Other Direct Costs (ODC) (See "ODC" definition at H.2)	ESTIMATED
0002A	BASIC CONTRACT YEAR (1st year) (Estimated at \$3,000,000 + fixed handling fee)	\$
0002B	OPTION I (2nd Year) (Estimated at \$3,000,000 + _____ % fixed handling fee)	\$
0002C	OPTION II (3rd Year) (Estimated at \$3,000,000 + _____ % fixed handling fee)	\$

## provisional rates, continued

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(A) Staffing Level "A"

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(A) Staffing Level "A"

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## B.2 PROPOSED MAXIMUM FEE AMOUNTS

- B.1(a) are as follows:

(1) Staffing Level "A"

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(1) Staffing Level "A"

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(1) Staffing Level "A"

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(1) Staffing Level "A"

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(1) Staffing Level "A"

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(b) The contractor's proposed maximum fee amounts set forth above, which may subsequently be prorated in accordance with B.3 herein, will be allocated based on a split of 30 % for base fee and 70 % for award fee